

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JOSEPH RIOTTO and all similarly
situated persons

Plaintiff,

vs.

FAY SERVICING, LLC; JOHN
DOES I-V

Defendants.

Civil Action No.

**CLASS ACTION COMPLAINT AND
JURY DEMAND**

Joseph Riotto of full age, brings this class action complaint by and through the undersigned attorneys, against Defendants Fay Servicing, LLC individually and on behalf of a class of all others similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure, based upon information and belief of Plaintiff's counsel, except for allegations specifically pertaining to Plaintiff, which are based upon Plaintiff's personal knowledge.

JURISDICTION AND VENUE

1. Jurisdiction is appropriately laid in the United States District Court, District of New Jersey under 28 USC §1331 as this claim is based upon a federal statute and federal question jurisdiction.
2. Venue is appropriately laid in the District Court of New Jersey under 28

U.S.C. §1391(b)(2) as the events causing the claim occurred substantially within the State of New Jersey.

PARTIES

3. Plaintiff Joseph Riotto owns and resides in the real property at 128 Big Piece Road, Fairfield, New Jersey.

4. Defendant Fay Servicing, LLC is a national loan servicing corporation routinely conducting business in New Jersey. Fay Servicing maintains an agent for service of process in New Jersey at Registered Agent Solutions, Inc. 208 West State Street, Trenton, New Jersey 08608.

FACTUAL ALLEGATIONS

5. Plaintiff Joseph Riotto owns and resides in the real property at 128 Big Piece Road, Fairfield, New Jersey.

6. On or about January 26, 2006, Joseph Riotto executed a promissory note payable to Mortgage Lenders Network USA, Inc. in the amount of \$108,500.

7. The promissory note had a fixed interest rate of 11.5%.

8. Simultaneous to executing the promissory note, Mr. Riotto executed a mortgage securing the loan with the primary residence at Big Piece Road.

9. The mortgage loan was obtained by Mr. Riotto for personal, family or household purposes and is a covered debt under the Fair Debt Collection Practices Act (“FDCPA”) as defined by 15 U.S.C. §1692a(5).

10. Due to unforeseen financial hardship, Mr. Riotto defaulted on the mortgage loan on or about April 1, 2013. The loan has remained in default since that time.

11. After the default in 2013, the mortgage loan was assigned several times.

12. Eventually, in or around the year 2020, Fay Servicing, LLC was hired by the owner of the loan to operate as a third-party collector and loan servicer.

13. Fay Servicing, LLC uses the mail, telephone and/or facsimile in the operation of its business, the principal purpose of which is the collection of debts.

14. Fay Servicing, LLC regularly collects or attempts to collect debts owed or due to another.

15. Fay Servicing, LLC is a debt collector as defined by the FDCPA 15 U.S.C. §1692a(6).

16. On December 7, 2021, Reliant Loan Servicing, LLC filed a foreclosure lawsuit to collect the mortgage debt. The suit was filed under New Jersey State Court docket F-642-21.

17. Within the foreclosure litigation, Fay Servicing, LLC filed affidavits identifying itself as “the servicer and attorney-in-fact for Plaintiff, Reliant Loan Servicing, LLC.”

18. On September 9, 2022, judgment was entered against the Plaintiff Joseph Riotto in the amount of \$207,036.55. A true and correct copy of the judgment is attached hereto as **Exhibit A.**

19. Pursuant to New Jersey R. 4:42-11, a judgment creditor is entitled to interest on a judgment in the amount of the annual rate of interest shall equal the average rate of return, to the nearest whole or one-half percent, for the corresponding preceding fiscal year terminating on June 30, of the State of New Jersey Cash Management Fund (State accounts) as reported by the Division of Investment in the Department of the Treasury, but the rate shall be not less than 0.25%, plus 2% per annum.

20. Pursuant to a Notice To The Bar released by Glenn A. Grant, J.A.D. Acting Administrative Director of the Courts dated October 4, 2021, the statutory post-judgment rate of interest for the year 2022 is 2.25%. A true and correct copy of the Notice to The Bar is attached hereto as **Exhibit B**.

21. Post judgment, U.S. Bank became a judgment creditor, and was thus only entitled to the interest rate pursuant to R. 4:42-11. “[A] judgment extinguishes the original cause of action and makes available a new cause of action on the judgment, which constitutes a higher form of security.” *Caterpillar Tractor Co. v. International Harvester Co.*, 120 F.2d 82, 87 n. 4 (3d Cir.1941); *Titus v. Miller*, 132 N.J.Eq. 541, 543, 29 A.2d 550 (Ch.1942); *Shadow Lawn Sav. & Loan Asso. V. Palmarozza* 190 N.J. Super. 314, 318 (App. Div. 1983).

22. Once judgment was entered, Fay Servicing, LLC was not permitted to seek collection of funds from Mr. Riotto in excess of the final judgment amount plus

statutory interest at a rate of 2.25%.

23. Following entry of Final Judgment on September 9, 2022, Fay Servicing, LLC continued sending Plaintiff correspondence in connection with the collection of a debt.

24. By letter dated October 7, 2022, Fay Loan Servicing, LLC demanded that Mr. Riotto pay principal plus interest on the loan at a rate of 11.5%. A true and correct copy of the statement is attached as **Exhibit C**.

25. By letter dated November 7, 2022, Fay Loan Servicing, LLC demanded that Mr. Riotto pay principal plus interest on the loan at a rate of 11.5%. A true and correct copy of the statement is attached as **Exhibit D**.

26. By letter dated December 12, 2022, Fay Servicing, LLC demanded that Mr. Riotto pay principal plus interest on the loan at a rate of 11.5%. A true and correct copy of the statement is attached as **Exhibit E**.

27. The October, November and December loan statements each contain payment coupons with instructions for making payment.

28. The October, November and December loan statements each calculate interest and add money owed on the loan at a rate of 11.5%.

29. The October loan statement charges Mr. Riotto an additional \$866.25 in corporate advances incurred after judgment of foreclosure was entered.

30. The November loan statement charges Mr. Riotto an additional \$140 in

corporate advances incurred after judgment of foreclosure was entered.

31. The October, November and December letters sent by Fay Servicing, LLC are a “communication” as defined by 15 U.S.C. §1692a(2) of the FDCPA.

32. Mr. Riotto received and read each of the three collection letters and demands for payment.

CLASS ALLEGATIONS

33. Plaintiff brings claims, pursuant to the Federal Rules of Civil Procedure (hereinafter “FRCP”) Rule 23, individually and on behalf of the following consumer classes.

34. Class A consists of: a) All consumers b) who were sent a collection letter from Fay Servicing, LLC c) attempting to collect a consumer debt post a foreclosure judgment in New Jersey d) which attempted to collect an interest rate e) in excess of what is allowable under New Jersey R. 4:42-11 (f) which letter was sent on or after a date one year prior to the filing of this action and on or before a date 21 days after the filing of this action.

35. Class B consists of: a) All consumers b) who were sent a collection letter from Fay Servicing, LLC c) attempting to collect a consumer debt post foreclosure judgment in New Jersey d) which attempted to collect a corporate advance fee that was not included in the judgment, e) which letter was sent on or after a date one year prior to the filing of this action and on or before a date 21 days after the filing of this

action.

36. The identities of all class members are readily ascertainable from the records of Defendant and those companies and entities on whose behalf they attempt to collect and/or have purchased debts.

37. Excluded from the Plaintiff Class are the Defendant and all officers, members, partners, managers, directors, and employees of the Defendant and their respective immediate families, and legal counsel for all parties to this action and all members of their immediate families.

38. There are questions of law and fact common to the Plaintiff Class, which common issues predominate over any issues involving only individual class members. The principal issue is whether the Defendants' written communications to consumers, in the forms attached as ***Exhibits C-E***, violate 15 U.S.C. § 1692e and 1692f.

39. The Plaintiff's claims are typical of the class members, as all are based upon the same facts and legal theories.

40. The Plaintiff will fairly and adequately protect the interests of the Plaintiff Class defined in this complaint. The Plaintiff has retained counsel with experience in handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor Plaintiff's attorneys have any interests, which might cause them not to vigorously pursue this action.

41. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

- (a) **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff Class defined above is so numerous that joinder of all members would be impractical.
- (b) **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff Class and those questions predominate over any questions or issues involving only individual class members. The principal issue is whether the Defendant's written communications to consumers, in the forms attached as ***Exhibits C-E***, violate 15 U.S.C. § 1692e and 1692f.
- (c) **Typicality:** The Plaintiff's claims are typical of the claims of the class members. The Plaintiff and all members of the Plaintiff Class have claims arising out of the Defendant's common uniform course of conduct complained of herein.
- (d) **Adequacy:** The Plaintiff will fairly and adequately protect the interests of the class members insofar as Plaintiff has no interests that are averse to the absent class members. The Plaintiff is committed to vigorously litigating this matter. Plaintiff has also retained counsel experienced in

handling consumer lawsuits, complex legal issues, and class actions.

Neither the Plaintiff nor Plaintiff's counsel have any interests which might cause them not to vigorously pursue the instant class action lawsuit.

(e) **Superiority:** A class action is superior to the other available means for the fair and efficient adjudication of this controversy because individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum efficiently and without unnecessary duplication of effort and expense that individual actions would engender.

42. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is also appropriate in that the questions of law and fact common to members of the Plaintiff Class predominate over any questions affecting an individual member, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

43. Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify a class(es) only as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).

COUNT I

**VIOLATION OF THE FAIR DEBT COLLECTON PRACTICES ACT
(Individually)**

- 44.** Plaintiff reincorporates by reference all allegations previously set forth.
- 45.** Mr. Riotto is a consumer as defined by 15 U.S.C. §1692a.
- 46.** The mortgage loan associated with Mr. Riotto's primary residence is a debt as defined by 15 U.S.C. §1692a.
- 47.** Fay Servicing, LLC is a debt collector as defined by 15 U.S.C. §1692a. Fay Servicing, LLC became the loan servicer after Mr. Riotto's loan was declared in default and accelerated.
- 48.** The October 7, 2022, November 7, 2022, and December 12, 2022 correspondence Fay Servicing, LLC sent to Mr. Riotto are communications as defined by 15 U.S.C. §1692a.
- 49.** The Fair Debt Collection Practices Act 15 U.S.C. §1692e prohibits the "use of false, deceptive, or misleading representation or means in connection with the collection of any debt."
- 50.** The Fair Debt Collection Practices Act 15 U.S.C. §1692e further prohibits "the false representation of (A) the character, amount, or legal status of any debt."
- 51.** The Fair Debt Collection Practices Act 15 U.S.C. §1692e further prohibits "the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer."

52. The specified debt collection correspondence Fay Servicing, LLC sent to Mr. Riotto violate 15 U.S.C. §1692e and contain false, deceptive, and/or misleading representations of the sum of money owed on the loan.

53. The specified debt collection correspondence from Fay Servicing, LLC violate 15 U.S.C. §1692f because they are an unconscionable and/or unfair attempt to collect an amount of money not expressly authorized by the loan agreement or otherwise permitted by law.

54. Following the entry of foreclosure judgment, Fay Servicing, LLC's attempts to collect interest in excess of the sum permitted under New Jersey R. 4:42-11 (f) constitutes a violation of 15 U.S.C. §1692e and §1692f.

55. Following the entry of foreclosure judgment, Fay Servicing, LLC's attempts to collect fees and/or corporate advances in excess of the sum permitted under the Judgment of Foreclosure constitutes a violation of 15 U.S.C. §1692e and §1692f.

56. The post foreclosure judgment debt collection communications sent by Fay Servicing, LLC to Mr. Riotto make express instructions and requests for Mr. Riotto to reinstate the loan. Under the laws of New Jersey there is no right to reinstate the loan once judgment is entered, and any agreement by Fay Servicing, LLC and/or the owner of the loan to permit reinstatement in lieu of the judgment would be a new extension of credit. The failure to inform Mr. Riotto of this information is a further violation of 15 U.S.C. §1692e and §1692f.

57. Because of the conduct Fay Servicing, LLC Mr. Riotto has suffered damages including but not limited to the overcharging of the amount due, confusion and an inability to accurately determine the amount owed on the loan, as well as stress and anxiety from being subjected to inaccurate unlawful contact from a debt collector.

58. Mr. Riotto is entitled to all relief available under 15 U.S.C. §1692k including but not limited to statutory damages, actual damages, attorney fees and costs of suit.

COUNT II

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

**15 U.S.C. §1692e *et seq.*
(Individually and on behalf of all others similarly situated)**

59. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

60. The debt collection efforts of Fay Servicing, LLC directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692e.

61. Pursuant to 15 U.S.C. § 1692e, a debt collector may not use any false, misleading and/or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

62. The Defendant violated said section in its letters to the Plaintiff by:

- a. Using a false, deceptive, and misleading representations or means in connection with the collection of a debt;
- b. Falsely representing the amount of the alleged debt in violation of 1692e(2)(A);
- c. Taking action that cannot legally be taken in violation of 1692e(5); and
- d. Making a false representation or using deceptive means to collect a debt in violation of 1692e(10).

63. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692e et seq. of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

COUNT IV

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. §1692f et seq.

(Individually on behalf of all others similarly situated)

64. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

65. The debt collection efforts of Fay Servicing, LLC directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692f.

66. Pursuant to 15 U.S.C. § 1692f, a debt collector must not use unfair or

unconscionable practices when collecting a debt.

67. The Defendant violated said section in its letter to the Plaintiff by collecting an amount not permitted by law in violation of 1692f(1).

68. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692f et seq. of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

DEMAND FOR TRIAL BY JURY•

69. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby request a trial by jury on all issues so triable.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

(a) Declaring that this action is properly maintainable as a Class Action and certifying Plaintiff as Class representative and Plaintiff's Counsel, as Class Counsel;

- (b) Awarding Plaintiff and the Class statutory damages;
- (c) Awarding Plaintiff and the Class actual damages;

- (d) Awarding Plaintiff costs of this Action, including reasonable attorneys' fees and expenses;
- (e) Awarding pre-judgment interest and post-judgment interest; and
- (f) Awarding Plaintiff and the Class such other and further relief as this Court may deem just and proper.

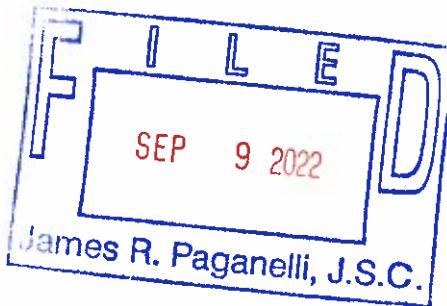
Dated: December 22, 2022

By: /s/ Adam Deutsch

Adam Deutsch, Esq.
Northeast Law Group, LLC
P.O. Box 60717
Longmeadow, MA 01106
(413) 285-3646

EXHIBIT A

Francesca A. Arcure - 001692013
HILL WALLACK LLP
21 Roszel Road
P.O. Box 5226
Princeton, New Jersey 08543-5226
(609) 924-0808
Attorneys for Plaintiff
Our File No. 22548-45/dhm



Reliant Loan Servicing, LLC, Plaintiff, vs. Joseph M. Riotto and Sandra A. Riotto Defendants.	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION ESSEX COUNTY Docket No F-642-21 <u>Civil Action</u> FINAL JUDGMENT
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This matter having been opened to the Court by Hill Wallack LLP, attorneys for plaintiff, Reliant Loan Servicing, LLC ("Plaintiff"); and it appearing that service of the summons and complaint has been made upon the defendants, Joseph M. Riotto and Sandra A. Riotto (collectively "Defendants") in accordance with the Rules of this Court; and default having been entered against the Defendants; and Plaintiff's Note, Mortgage, and Assignments of Mortgage having been presented and marked as exhibits by the Court; and proof having been submitted of the amount due on Plaintiff's mortgage and sufficient cause appearing:

IT IS ON THIS 9th DAY OF September, 2022,

ORDERED and ADJUDGED that Plaintiff is entitled to have the sum of \$207,036.55 together with lawful interest at the contract rate of 11.50% on the sum of \$102,467.71 from January 12, 2022 together with costs of this suit to be taxed including a counsel fee of \$ _____ raised and paid in the first place out of the premises as described in the complaint, and it is further

ORDERED AND ADJUDGED that Plaintiff, its successors, assignees, or purchasers at sale, recover against Defendants and all parties holding under Defendants the possession of the premises as described in the complaint with the appurtenances and that a Writ of Possession issue thereon; and it is further

ORDERED AND ADJUDGED that the premises as described in the complaint be sold to raise the several sums of money due, in the first place to Plaintiff, in the sum of \$207,036.55, with interest thereon to be computed as aforesaid, Plaintiff's costs to be taxed, with interest thereon, and that an execution for the purpose be duly issued out of this Court directed to the Sheriff of Essex County, commanding the sheriff to make sale according to law of the premises described in the complaint, and out of the money arising from the sale, that the sheriff pay in the first place, to Plaintiff, with interest thereon as aforesaid and Plaintiff's costs with interest thereon as aforesaid, that he first pay out of the proceeds of the sale to the Plaintiff or its attorneys its said debt, interest and costs, and that in case there is a surplus, the same shall be brought into this Court and deposited with the Clerk, subject to the order of this Court, that the Sheriff make his report to this Court of the sale as required by the Rules of the Court; and it is further

ORDERED AND ADJUDGED that all Defendants to this action and each of them stand absolutely debarred and foreclosed of and from all redemption of, in and to so much as the said premises shall be sold as aforesaid under this judgment except as provided by 28 U.S.C. § 2410.

This judgment shall not affect the rights of any person protected by the New Jersey Tenant Anti-Eviction Act N.J.S.A. 2A:18-61.1, et seq.

J.S.C.

James R. Paganelli

Opposed.
Never stated on the record.

EXHIBIT B

NOTICE TO THE BAR

POST-JUDGMENT RATE OF INTEREST FOR CALENDAR YEAR 2022 (*RULE 4:42-11*)

Pursuant to *Rule 4:42-11(a)(ii)*, the post-judgment annual rate of interest for judgments not exceeding the monetary limit of the Special Civil Part at the time of entry for calendar year 2022 (commencing January 1, 2022) will be .25%.

Pursuant to *Rule 4:42-11(a)(iii)*, the post-judgment annual rate of interest for judgments exceeding the monetary limit of the Special Civil Part at the time of entry for calendar year 2022 (commencing January 1, 2022) will be 2.25%.



Glenn A. Grant, J.A.D.
Acting Administrative Director of the Courts

Dated: October 4, 2021

EXHIBIT C



MORTGAGE STATEMENT



P.O. Box 111209 Nashville, TN 37222
Return Service Only - Please do not send mail to this address

RETURN SERVICE REQUESTED

046168

JOSEPH M RIOTTO
C/O NORTHEAST LAW GROUP, LLC
PO BOX 60717
LONGMEADOW, MA 01106

Property Address:
128 BIG PIECE RD
FAIRFIELD, NJ 07004

Account Information

Loan Due Date	04/01/2013
Outstanding Principal Balance ¹	\$102,467.71
Interest Rate	11.500%
Prepayment Penalty	No
Escrow Balance	\$0.00
Recoverable Corporate Advances	\$25,251.56

¹ Please note, the balance on your billing statement is NOT your payoff amount. If you want to payoff your loan, you can request a payoff quote via our website www.fayservicing.com, fax a request to 312 508 4083, or contact our Customer Service Department at (800) 495-7166.

Mobile App: Available in Apple and Google app stores. Download today!
Online: www.fayservicing.com Updated website coming soon!



8am-7pm Mon-Thur, 8am-5pm Fri, 9am-12pm Sat, Operating hours are Central Time
Phone: (800) 495-7166
Fax: (630) 282-7548



Payments
PO Box 88009
Chicago, IL 60680-1009

New Payment Option Available! First time users, contact us to Learn How You Can Add Your Debit Card Today!

Loan Number:
Next Payment Due Date:

11/01/2022

Amount Due:

\$160,011.56

If payment is received after 11/16/2022, a late fee of \$56.79 will be charged.

Explanation of Amount Due

Overdue Payment(s)	\$130,611.25
Other Fees Due	\$4,148.75
Recoverable Corporate Advances	\$25,251.56
Unapplied Funds	(\$0.00)
Reinstate Loan (as of 10/07/2022)	\$160,011.56

Please note: After 10/07/2022, the amount to reinstate may not be sufficient to bring your loan current as additional fees, charges or attorney fees/costs may have been incurred but not yet invoiced, or may have been incurred after 10/07/2022.

As of 10/07/2022, the Accelerated Amount Due is \$245,089.05. This amount will pay off the entire balance of your loan. We will accept a lesser amount to reinstate the loan.

Transaction Activity (09/10/22 - 10/07/22)

Date Paid	Description	Principal	Interest	Escrow	Additional Monthly Amount	Charges and Fees	Partial Payment (Unapplied)	Total
09/13/22	FORECLOSURE ATTORNEY FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$67.50	\$0.00	\$67.50
09/13/22	FORECLOSURE ATTORNEY FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$393.75	\$0.00	\$393.75
09/27/22	LITIGATION COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$405.00	\$0.00	\$405.00

Special Messages

Past Payments Breakdown

	Paid Since Last Statement	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Partial Payment (Unapplied)*	\$0.00	\$0.00
Total Payment	\$0.00	\$0.00

Important Information about Partial Payments

* Partial Payments are not applied to your mortgage, but instead are held in a separate unapplied account. If you pay the balance of a partial payment, the unapplied funds will then be added to your mortgage. Adverse credit reporting, late charges and property inspections may occur as a result of the delinquency.

Delinquency Notice

You are late on your monthly payments. As a result, the balance of your loan has been accelerated (i.e., we have made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process). Failure to bring the account current may result in additional fees or expenses, and in certain instances, you may risk the loss of your home to a foreclosure sale.

As of 10/07/2022 you are 3476 days delinquent on your mortgage loan.

Recent Account History

- * Payment Due 05/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 06/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 07/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 08/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 09/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 10/01/22 Unpaid Amount of \$1,135.75.

Current Payment Due 11/01/22: \$1,135.75.

Total Amount Due to Reinstate as of 10/07/2022: \$160,011.56. You must pay this amount to bring your loan current.

Please call us at (800) 495-7166 to obtain the amount necessary to reinstate your loan.

If You Are Experiencing Financial Difficulty: See back for information about mortgage counseling or assistance.

Please detach bottom portion and return with your payment.

Amount Due to Reinstate Loan

Loan Number	[REDACTED]
Borrower	JOSEPH M RIOTTO
Co-Borrower	
Amount Due to Reinstate Loan	\$160,011.56
As of (10/07/2022)	

Please write your loan number on your check or money order.

Please remit the Amount Due (shown left). If you wish to make additional payments to your principal or escrow, please indicate the amount(s) in the boxes at right.

PAYMENT COUPON

\$160,011.56

Amount Due
to Reinstate Loan

Monthly Payment
Amount \$

Additional

If payment is received after 11/16/2022, a late fee of \$56.79 will be charged.

Payments by Phone
(800) 495-7166

Payments Online
www.fayservicing.com

Payments via Overnight or Express Mail,
and/or for Principal Curtailment or Escrow only
Fay Servicing, LLC
Attn: Payment Processing
1601 LBJ Freeway, Suite 150
Farmers Branch, TX 75234
Payments cannot be made in person at this location

Correspondence
Fay Servicing, LLC
1601 LBJ Freeway, Suite 150
Farmers Branch, TX 75234

Payments by Phone - Fay Servicing, LLC Pay-by-phone option makes it possible to make your loan payment by using your touchtone telephone. This service is available to you 24 hours a day, 7 days a week at no charge. Simply call the toll-free number (800) 495-7166 to perform real-time, confidential mortgage payment transactions. Payments can be submitted by mail, the automated system, or online for no additional fee, and other free payment options may also be available.

MoneyGram Express Payment - MoneyGram ExpressPayment ensures same-day delivery of your payment to Fay Servicing, LLC. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Fay Servicing, LLC loan number. The Fay Servicing, LLC Receive Code is 15055. All ExpressPayment transactions require cash. The agent will charge a fee for this service. Fay Servicing, LLC does not charge a fee for this service.

DISCLOSURES

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

Credit Reporting - We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

IMPORTANT BANKRUPTCY NOTICE

Bankruptcy (if applicable) - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

NOTICE TO CUSTOMERS

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at:
Fay Servicing, LLC

Attn: Customer Service Department
c/o Registered Agent Solutions, Inc 3000 Professional Drive, Suite A
Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm Mon-Thur, 8am-5pm Fri, 9am-12pm Sat, Operating hours are Central Time.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

U.S. Department of Housing and Urban Development (HUD)

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home.

For a list of homeownership counselors or counseling organizations in your area, go to <https://hudgov-answers.force.com/housingcounseling/s/> or call 800-569-4287.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission
Equal Credit Opportunity
600 Pennsylvania Avenue, NW
Washington, DC 20580
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261
www.ftc.gov

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <http://legalassistance.law.af.mil/content/locator.php>.

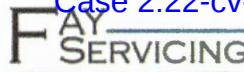
PROPERTY INSPECTIONS

If your loan account is in default, in accordance with the terms of your Mortgage/Deed of Trust, Fay Servicing, LLC may inspect your property to determine that it is being maintained and occupied. As needed or required, Fay Servicing, LLC may secure the property. Securing the property may result in locks being added or changed in an effort to protect the property and may also include winterizing and/or mowing the property as necessary. Any fees for such an inspection and/or property services may be charged to your account.

Disputed Debts: If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.

Fay Servicing LLC, provides free language translation services to people whose preferred language is not English. If you need these services, call Fay Servicing, LLC, at 1-800-495-7166. Documents provided will be provided in English. A translation and description of commonly used debt collection pterms is available in multiple languages on NY Consumer Affairs Department's website, [https://www.nyc.gov.dca](http://www.nyc.gov.dca).

EXHIBIT D



MORTGAGE STATEMENT



P.O. Box 111209 Nashville, TN 37222

Return Service Only - Please do not send mail to this address

RETURN SERVICE REQUESTED

045674

JOSEPH M RIOTTO
 C/O NORTHEAST LAW GROUP, LLC
 PO BOX 60717
 LONGMEADOW, MA 01106

Property Address:
 128 BIG PIECE RD
 FAIRFIELD, NJ 07004

Account Information

Loan Due Date	04/01/2013
Outstanding Principal Balance ¹	\$102,467.71
Interest Rate	11.500%
Prepayment Penalty	No
Escrow Balance	\$0.00
Recoverable Corporate Advances	\$25,391.56

¹ Please note, the balance on your billing statement is NOT your payoff amount. If you want to payoff your loan, you can request a payoff quote via our website www.fayservicing.com, fax a request to 312 508 4083, or contact our Customer Service Department at (800) 495-7166.



Mobile App: Available in Apple and Google app stores. Download today!

Online: www.fayservicing.com Updated website coming soon!



8am-7pm Mon-Thur, 8am-5pm Fri, 9am-12pm Sat, Operating hours are Central Time
 Phone: (800) 495-7166
 Fax: (630) 282-7548



Payments
 PO Box 88009
 Chicago, IL 60680-1009

New Payment Option Available! First time users, contact us to Learn How You Can Add Your Debit Card Today!

Loan Number:
 Next Payment Due Date:

12/01/2022

Amount Due: \$161,287.31

If payment is received after 12/16/2022, a late fee of \$56.79 will be charged.

Explanation of Amount Due

Overdue Payment(s)	\$131,747.00
Other Fees Due	\$4,148.75
Recoverable Corporate Advances	\$25,391.56
Unapplied Funds	(\$0.00)
Reinstate Loan (as of 11/07/2022)	\$161,287.31

Please note: After 11/07/2022, the amount to reinstate may not be sufficient to bring your loan current as additional fees, charges or attorney fees/costs may have been incurred but not yet invoiced, or may have been incurred after 11/07/2022.

As of 11/07/2022, the Accelerated Amount Due is \$246,229.86. This amount will pay off the entire balance of your loan. We will accept a lesser amount to reinstate the loan.

Transaction Activity (10/08/22 - 11/07/22)

Date Paid	Description	Principal	Interest	Escrow	Additional Monthly Amount	Charges and Fees	Partial Payment (Unapplied)	Total
10/10/22	TITLE SEARCH	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00	\$0.00	\$40.00
10/10/22	TITLE SEARCH	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00

Special Messages

Past Payments Breakdown

	Paid Since Last Statement	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Partial Payment (Unapplied)*	\$0.00	\$0.00
Total Payment	\$0.00	\$0.00

Important Information about Partial Payments

* Partial Payments are not applied to your mortgage, but instead are held in a separate unapplied account. If you pay the balance of a partial payment, the unapplied funds will then be added to your mortgage. Adverse credit reporting, late charges and property inspections may occur as a result of the delinquency.

Delinquency Notice

You are late on your monthly payments. As a result, the balance of your loan has been accelerated (i.e., we have made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process). Failure to bring the account current may result in additional fees or expenses, and in certain instances, you may risk the loss of your home to a foreclosure sale.

As of 11/07/2022 you are 3507 days delinquent on your mortgage loan.

Recent Account History

- * Payment Due 06/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 07/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 08/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 09/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 10/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 11/01/22 Unpaid Amount of \$1,135.75.

Current Payment Due 12/01/22: \$1,135.75.

Total Amount Due to Reinstate as of 11/07/2022: \$161,287.31. You must pay this amount to bring your loan current.

Please call us at (800) 495-7166 to obtain the amount necessary to reinstate your loan.

If You Are Experiencing Financial Difficulty: See back for information about mortgage counseling or assistance.

Please detach bottom portion and return with your payment.

Amount Due to Reinstate Loan	
Loan Number	██████████
Borrower	JOSEPH M RIOTTO
Co-Borrower	
Amount Due to Reinstate Loan	\$161,287.31
As of (11/07/2022)	
<i>If payment is received after 12/16/2022, a late fee of \$56.79 will be charged.</i>	

Please write your loan number on your check or money order.

Please remit the Amount Due (shown left). If you wish to make additional payments to your principal or escrow, please indicate the amount(s) in the boxes at right.

PAYMENT COUPON

\$161,287.31

Amount Due to Reinstate Loan	\$.
Monthly Payment Amount	\$.
Additional Principal	\$.
Additional Escrow	\$.
Late Charge	\$.
Other** (Please Specify)	\$.
Total Enclosed	\$.



PO Box 88009
 Chicago, IL 60680-1009

Payments by Phone
(800) 495-7166

Payments Online
www.fayservicing.com

**Payments via Telephone or Express Mail,
and/or for Principal Curtailment or Escrow only**
Fay Servicing, LLC
Attn: Payment Processing
1601 LBJ Freeway, Suite 150
Farmers Branch, TX 75234
Payments cannot be made in person at this location

**Confidence
Fay Servicing, LLC**
1601 LBJ Freeway, Suite 150
Farmers Branch, TX 75234

Payments by Phone - Fay Servicing, LLC Pay-by-phone option makes it possible to make your loan payment by using your touchtone telephone. This service is available to you 24 hours a day, 7 days a week at no charge. Simply call the toll-free number (800) 495-7166 to perform real-time, confidential mortgage payment transactions. Payments can be submitted by mail, the automated system, or online for no additional fee, and other free payment options may also be available.

MoneyGram Express Payment - MoneyGram ExpressPayment ensures same-day delivery of your payment to Fay Servicing, LLC. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Fay Servicing, LLC loan number. The Fay Servicing, LLC Receive Code is 15055. All ExpressPayment transactions require cash. The agent will charge a fee for this service. Fay Servicing, LLC does not charge a fee for this service.

DISCLOSURES

Federal law requires us to advise you that Fay Servicing, LLC (NMLS ID 88244) as the servicer of your loan, is responsible for collecting your payments; however, in some circumstances we may be acting as a debt collector, in those circumstances, this communication is from a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

Credit Reporting - We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

IMPORTANT BANKRUPTCY NOTICE

Bankruptcy (if applicable) - To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the U.S. Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Fay Servicing, LLC retains rights under its security instrument, including the right to foreclose its lien.

NOTICE TO CUSTOMERS

To provide us with a Notice of Error about the servicing of your loan, or make a Request for Information about the servicing of your loan, please contact us at:

Fay Servicing, LLC
Attn: Customer Service Department
c/o Registered Agent Solutions, Inc 3000 Professional Drive, Suite A
Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm Mon-Thur, 8am-5pm Fri, 9am-12pm Sat, Operating hours are Central Time.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

U.S. Department of Housing and Urban Development (HUD)

Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home.

For a list of homeownership counselors or counseling organizations in your area, go to <https://hudgov-answers.force.com/housingcounseling/s/> or call 800-569-4287.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

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Federal Trade Commission
Equal Credit Opportunity
600 Pennsylvania Avenue, NW
Washington, DC 20580
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261
www.ftc.gov

SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) - If you or any other person on this mortgage is a servicemember or dependent of a servicemember, you may be entitled to certain protections under the Federal Servicemembers Civil Relief Act (50 U.S.C. Sec 501) regarding the servicemember's interest rate and the risk of foreclosure. Counseling for qualified individuals is available at agencies such as Military OneSource and Armed Forces Legal Assistance. To obtain information on counseling assistance, contact the OneSource Center, toll free, at (800)-342-9647 or visit their website: <http://legalassistance.law.af.mil/content/locator.php>.

PROPERTY INSPECTIONS

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Disputed Debts: If you are disputing the debt, or a portion of the debt, please note that this statement is for information and compliance purpose only. It is not an attempt to collect a debt against you.

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EXHIBIT E



MORTGAGE STATEMENT



P.O. Box 111209 Nashville, TN 37222
Return Service Only - Please do not send mail to this address

RETURN SERVICE REQUESTED

045166

JOSEPH M RIOTTO
C/O NORTHEAST LAW GROUP, LLC
PO BOX 60717
LONGMEADOW, MA 01106



Mobile App: Available in Apple and Google app stores. Download today!

Online: www.fayservicing.com Updated website coming soon!



8am-7pm Mon-Thur, 8am-5pm Fri, 9am-12pm Sat, Operating hours are Central Time
Phone: (800) 495-7166
Fax: (630) 282-7548
Payments
PO Box 88009
Chicago, IL 60680-1009



Loan Number: [REDACTED]
Next Payment Due Date: 01/01/2023

Amount Due: \$162,423.06

If payment is received after 01/16/2023, a late fee of \$56.79 will be charged.

Property Address:
128 BIG PIECE RD
FAIRFIELD, NJ 07004

Account Information

Loan Due Date	04/01/2013
Outstanding Principal Balance ¹	\$102,467.71
Interest Rate	11.500%
Prepayment Penalty	No
Escrow Balance	\$0.00
Recoverable Corporate Advances	\$25,391.56

¹ Please note, the balance on your billing statement is NOT your payoff amount. If you want to payoff your loan, you can request a payoff quote via our website www.fayservicing.com, fax a request to 312 508 4083, or contact our Customer Service Department at (800) 495-7166.

Explanation of Amount Due	
Overdue Payment(s)	\$132,882.75
Other Fees Due	\$4,148.75
Recoverable Corporate Advances	\$25,391.56
Unapplied Funds	(\$0.00)
Reinstate Loan (as of 12/12/2022)	\$162,423.06

Please note: After 12/12/2022, the amount to reinstate may not be sufficient to bring your loan current as additional fees, charges or attorney fees/costs may have been incurred but not yet invoiced, or may have been incurred after 12/12/2022.
As of 12/12/2022, the Accelerated Amount Due is \$247,359.81. This amount will pay off the entire balance of your loan. We will accept a lesser amount to reinstate the loan.

Transaction Activity (11/08/22 - 12/12/22)

Date Paid	Description	Principal	Interest	Escrow	Additional Monthly Amount	Charges and Fees	Partial Payment (Unapplied)	Total
<i>No transactions have occurred on your loan between the last billing statement and this statement date.</i>								

Special Messages

Past Payments Breakdown

	Paid Since Last Statement	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Partial Payment (Unapplied)*	\$0.00	\$0.00
Total Payment	\$0.00	\$0.00

Important Information about Partial Payments

* Partial Payments are not applied to your mortgage, but instead are held in a separate unapplied account. If you pay the balance of a partial payment, the unapplied funds will then be added to your mortgage. Adverse credit reporting, late charges and property inspections may occur as a result of the delinquency.

Delinquency Notice

You are late on your monthly payments. As a result, the balance of your loan has been accelerated (i.e., we have made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process). Failure to bring the account current may result in additional fees or expenses, and in certain instances, you may risk the loss of your home to a foreclosure sale.

As of 12/12/2022 you are 3542 days delinquent on your mortgage loan.

Recent Account History

- * Payment Due 07/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 08/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 09/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 10/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 11/01/22 Unpaid Amount of \$1,135.75.
- * Payment Due 12/01/22 Unpaid Amount of \$1,135.75.

Current Payment Due 01/01/23: \$1,135.75.
Total Amount Due to Reinstate as of 12/12/2022: \$162,423.06. You must pay this amount to bring your loan current.

Please call us at (800) 495-7166 to obtain the amount necessary to reinstate your loan.

If You Are Experiencing Financial Difficulty: See back for information about mortgage counseling or assistance.

Please detach bottom portion and return with your payment.

Amount Due to Reinstate Loan

Loan Number	[REDACTED]
Borrower	JOSEPH M RIOTTO
Co-Borrower	
Amount Due to Reinstate Loan	\$162,423.06
As of (12/12/2022)	
<i>If payment is received after 01/16/2023, a late fee of \$56.79 will be charged.</i>	

Please write your loan number on your check or money order.

Please remit the Amount Due (shown left). If you wish to make additional payments to your principal or escrow, please indicate the amount(s) in the boxes at right.

Amount Due to Reinstate Loan

Monthly Payment Amount \$

Additional Principal \$

Additional Escrow \$

Late Charge \$

Other** (Please Specify) \$

Total Enclosed \$

PAYMENT COUPON

\$162,423.06



P.O. Box 88009
Chicago, IL 60680-1009

Payments by Phone (800) 495-7166	Payments Online www.fayservicing.com	Payments via Overnight or Express Mail, and/or for Principal Curtailment or Escrow only Fay Servicing, LLC Attn: Payment Processing 1601 LBJ Freeway, Suite 150 Farmers Branch, TX 75234 Payments cannot be made in person at this location	Correspondence Fay Servicing, LLC 1601 LBJ Freeway, Suite 150 Farmers Branch, TX 75234
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Payments by Phone - Fay Servicing, LLC Pay-by-phone option makes it possible to make your loan payment by using your touchtone telephone. This service is available to you 24 hours a day, 7 days a week at no charge. Simply call the toll-free number (800) 495-7166 to perform real-time, confidential mortgage payment transactions. Payments can be submitted by mail, the automated system, or online for no additional fee, and other free payment options may also be available.

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Credit Reporting - We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

IMPORTANT BANKRUPTCY NOTICE

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NOTICE TO CUSTOMERS

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Fay Servicing, LLC
Attn: Customer Service Department
c/o Registered Agent Solutions, Inc 3000 Professional Drive, Suite A
Springfield, IL 62703

Should you have any questions or concerns regarding your loan, please contact us at (800) 495-7166. Our office is open 8am-7pm Mon-Thur, 8am-5pm Fri, 9am-12pm Sat, Operating hours are Central Time.

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Pursuant to Section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home.

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Federal Trade Commission
Equal Credit Opportunity
600 Pennsylvania Avenue, NW
Washington, DC 20580
1-877-FTC-HELP (1-877-382-4357); TTD: 1-866-653-4261
www.ftc.gov

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